

# **CITY OF BROOKHAVEN RELEASE**

## **Release of Liability and Waiver of Claims**

In consideration of participation with the City of Brookhaven Parks and Recreation Department, hereinafter referred to as "programs and events", the undersigned organization/business/group/individual hereby agrees and warrants that they shall release, defend, indemnify and save harmless the City of Brookhaven, its officers, directors, employees and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors and assigns and agents from any and all costs, expenses, restrictions, claims, demands, suits, actions, proceedings, damages, liabilities, deficiencies, judgments, levies, costs or expenses, including, but not limited to, attorney's fees and expenses of any kind and nature, including, but not by way of limitation, any claim for damages to property or injuries to or death of any person or persons relating to or arising from participation in programs or related activities, regardless of whether arising from the negligence or wrongful acts, errors or omissions of the City of Brookhaven.

Without limiting the generality of the foregoing, the undersigned organization/business/group/individual agrees that they shall reimburse the City of Brookhaven for legal fees and other costs incurred in the City of Brookhaven's defense of such claims of litigation. The City of Brookhaven shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing such release, are hereby expressly waived.

The undersigned organization/business/group/individual acknowledges that the agreement hereby releases and discharges the City of Brookhaven, its officers, directors, employees and agents, of any and all claims, relating to any bodily and personal injuries or damages to property and the consequences thereof resulting from participation in programs and events. I do hereby covenant with the City of Brookhaven that I, my heirs, executors, assigns and transferees will never at any future time sue the City of Brookhaven for or on account of any claim for damages arising out of my use of Programs and events whether such claims arise by negligence of the City of Brookhaven, its employees or agents, or by the negligence of any other participant.

It is further agreed and understood that participation in programs and events is not to be construed as an admission of liability and acceptance of assumption of responsibility by the City of Brookhaven, its officers and members.

INITIALS: \_\_\_\_\_

**Assumption of Risk**

I, the undersigned, am aware that there are significant inherent risks associated with participation in programs and events and in all amenities and aspects thereof. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, or other people around me; injury or death due to improper use or failure of equipment; dehydration; and, strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to myself. I understand that should I feel light-headed, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity immediately. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any program and event. I am aware that this agreement is ongoing and will apply to all future participation in City of Brookhaven programs and events.

INITIALS: \_\_\_\_\_

**Photography/Video Release**

Participation in and/or viewing of the City of Brookhaven programs and events may be photographed or videotaped at any time. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the City of Brookhaven website or in any editorial, promotional or advertising material produced and/or published by the City of Brookhaven.

INITIALS: \_\_\_\_\_

I have **read** and **understood** the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by **signing** this form I am **waiving** valuable legal rights.

**PRINTED NAME OF ORGANIZATION/BUSINESS/GROUP/INDIVIDUAL:**

\_\_\_\_\_

**PARTICIPANT SIGNATURE:** \_\_\_\_\_

**IF PARTICIPANT IS UNDER 18 YEARS OLD:**

**SIGNATURE OF PARENT/GUARDIAN:** \_\_\_\_\_

**PRINTED NAME OF PARENT/GUARDIAN:** \_\_\_\_\_

**DATE:** \_\_\_\_\_